

# **Washington State Health Care Authority**

## **Kidney Disease Program (KDP) Manual**

**January 1, 2014**



Washington State  
Health Care Authority

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# General Information

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## History of the Program

The Washington State Kidney Disease Program (KDP) was established in 1965 to provide services for clients with end stage renal disease (ESRD). It was originally initiated by the Department of Social and Health Services (DSHS) Division of Health. In 1993, it was moved from the Division of Health to the Medical Assistance Administration (MAA) to help coordinate and provide more routine services to clients in need of kidney dialysis. In 2011, the program moved to the Health Care Authority, as part of the MAA merger.

## Current Program

Currently, the program has contracts with 12 Medicare-approved dialysis providers that work within a \$2.174 million budget. Although it fluctuates per quarter, on average, the KDP is providing funding for about 675 ESRD patients. It is usually authorized per a budgetary note in the biennial budget document.

The Washington Administrative Code (WAC) contains the rules and regulations promulgated by the state program. These rules and regulations provide guidance on services covered, eligibility and reimbursement procedures, and fiscal information.

The goal of the program is to assist Washington State residents with the extraordinary costs of chronic kidney disease. The program covers Medicare-approved ESRD services as well as non-covered services (i.e., many prescription and nonprescription medications, transportation, and salaries of paid home helpers).

To be eligible for state program support, clients with ESRD must be a Washington State resident, and meet both income and asset requirements. These requirements are set through WAC and may be changed through the WAC revision process.

Services are provided by ESRD facilities and other providers; the bills are compiled by the contractor and submitted to the state program for payment.

# Scope of the Manual

The Kidney Disease Program (KDP) Manual contains policies and procedures for contractor and client eligibility, approved services, and reimbursement of services. In addition, this manual contains forms needed for the program and links to additional information.

The purpose of this manual is to provide written instructions and to set guidelines for staff and contractors for those kidney centers contracted to provide KDP services. This manual is not to be interpreted by providers or clients; contact the program manager for additional clarifications and other issues not addressed in this manual.

The KDP web site is located at:

<http://www.hca.wa.gov/medicaid/rbrvs/pages/kidneydiseaseprogram.aspx>

## KDP Contact Information:

Program Email: [kidneydiseaseprg@hca.wa.gov](mailto:kidneydiseaseprg@hca.wa.gov)

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Health Care Authority

Office of Professional Rates

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# Definitions

This list defines terms and abbreviations, including acronyms, used in this manual.

**A19-1A Invoice Voucher** – The form that Kidney Disease Program (KDP) contractors are to submit to the Health Care Authority (HCA) for reimbursement of services rendered.

**Application for Eligibility (HCA 13-566)** – KDP Application used to apply for help with end stage renal disease (ESRD) medical treatment for the client.

**Client** – An applicant for, or recipient of, the HCA Kidney Disease Program services.

**Client and Billing Summary** – The documentation that contains the reimbursable expenditures for each quarter, which is submitted to the KDP Program Manager by the contractor.

**Client Service Contract** – Legally bound written agreement between HCA and a medical provider declaring the criteria for delivery of services and reimbursement.

**Community Service Office (CSO)** – DSHS field office located in communities throughout the State which administer various services of the department at the community level.

**Contract Monitoring** – Planned, ongoing, and periodic activity to determine contractor's compliance with the terms, conditions and requirements of the contractor's contract.

**Contractor Intake Form** – A form that must be filled out by a provider interested in becoming a contractor. This form is to be filled out and submitted after the initial Letter of Interest. This form is provided to the facility by the KDP manager, and is to be returned to the KDP manager in order for the provider's information to be entered into the HCA contracts system.

**Costs** – The total of the following: HCA fee schedule maximum allowable or the contractor's usual and customary charges, whichever is less, for approved and documented services provided to KDP clients, plus monies spent for approved transportation, minus any monies received from other payers for those services.

**Current Base Period** – The current period of time that a client can use medical bills in order to meet their Medicaid spenddown. This base period starts on the first day of the month that the client applied for Medicaid.

**Health Care Authority** – A state governmental agency created pursuant to chapter 41.05 RCW.

**End Stage Renal Disease (ESRD)** – The stage of renal impairment that is virtually irreversible and permanent and requires dialysis or kidney transplantation to ameliorate uremia symptoms and maintain life as defined in WAC 182-540-005.

**Federal Poverty Level (FPL)** - Federal guidelines and different poverty amounts. They are issued each year in the Federal Register by the Department of Health and Human Services (HHS).

**Financially Responsible Relative** – A spouse or parent (including a step-parent who is legally liable for support of stepchildren under a state law of general applicability) whose income is actually used in determining eligibility.

**Home and Community Service Office (HCS)** – HCS offices process applications for long term care services, including nursing home admissions, COPES and other waiver programs, Medicaid personal care services, and other community residential placements.

**Incurred Medical Expense** – Expenses for medical or remedial services that:

- Are recognized under state law,
- Are rendered to an individual, family, or financially responsible relative, and
- The individual is liable for in the current accounting period (either 3 or 6 month base period for spenddown)

An expense as described above is an incurred expense from the beginning of the accounting period in which the liability arises until the end of the accounting period in which the liability is satisfied. The expense can be applied to spenddown in which it meets the definition of an incurred expense but only to the extent that the amount has not been deducted previously. An expense does not need to be *paid* to meet the definition of *incurred*.

**Interagency Agreement** – Legally bound written agreement between two or more state agencies. This is also known as a Memorandum of Understanding (MOU).

**Kidney Disease Program (KDP)** - A program funded with 100% state dollars, administered by the HCA.

**KDP Contractor** – An entity that has a contract with HCA to provide services to Washington State residents who do not qualify for Apple Health (Medicaid) but do qualify for kidney disease services funded by the KDP program.

**Letter of Interest** – A letter that is written to the KDP manager by a provider indicating interest in becoming a KDP contractor.

**Medical Program** – Definitions of the different medical programs are available on <http://www.dshs.wa.gov/onlinecso/Medical.shtml>.

**Medicare** – The federal government health insurance programs for certain aged or disabled clients under Title II and Title XIX of the Social Security Act. Medicare has four parts:

- Part A covers the Medicare inpatient hospital, post-hospital skilled nursing facility care, home health services, and hospice care.
- Part B is the supplementary medical insurance benefits (SMIB) covering the Medicare doctor's services, outpatient hospital care, outpatient physical therapy and speech pathology services, home health care, and other services and supplies not covered under Medicare Part A. (WAC 182-500-0005).
- Part C is for expanded benefits. **You need to have Part A and Part B to qualify for Part C. Optional plans are available through private health insurance companies which offer different benefits depending on the type of policy purchased.**
- Part D covers prescription drugs **plus coverage for preventive screenings and tests**

**Payer of Last Resort** – KDP funds are to be the last resource used when paying for ESRD-related services. Medicare, Apple Health (Medicaid), and any other liable third party needs to pay before KDP funds may be used.

**Recertification for Client** – Client has been certified by the contractor as a KDP client for one year and is reapplying for eligibility to continue to receive help with ESRD treatment costs.

**Recovery** – Amount of money the kidney center must refund to KDP for prior paid services.

**Resource Limit** – Maximum amount of value of assets and/or amount of money the client may retain to be eligible for KDP.

**Spenddown** – Amount of excess income Washington Apple Health (Medicaid) has determined that a medically needy eligible client has available to meet his or her medical expenses. The client becomes eligible for coverage after he or she has met the spenddown requirements.

**Third Party Liability (TPL)** – Any entity that is or may be liable to pay for all or part of the costs for services paid for under the KDP contract.

**Transportation Broker** – A transportation organization contracted with the HCA Transportation Program to provide transportation and services to HCA clients. As of July 1, 2007, KDP contractors are no longer obligated to use these transportation contractors.

**Washington Administrative Code (WAC)**  
– Codified rules of the State of Washington.

**Washington Apple Health (Medicaid)** – A joint state-federal program within the Health Care Authority that administers acute care for low-income residents of Washington State under Title XIX of the Social Security Act as well as other medical assistance programs for vulnerable populations. Title XIX long-term care services, behavioral health treatment, and programs for persons with disabilities are operated by the Aging and Disability Services Administration in the Department of Social and Health Services.



# **KDP Contract Information**

## **KDP Contractor**

To become a KDP contractor, kidney centers must be a Medicare-approved facility and must submit a letter of interest by April 15 of that calendar year to the KDP manager. The KDP will provide information regarding program policies and procedures along with the Contractor Intake Form. The kidney center will be required to complete, sign, and return a Contractor Intake Form no later than May 15 of that calendar year. The kidney center will also be required to provide an assessment of the client population in its service areas to determine the number of end stage renal disease clients to be served. If the deadlines in this paragraph are not met, the provider will not be contracted with the KDP for the coming year. However, they can re-apply in order to be contracted for the following fiscal year. Exceptions may be made on a case-by-case basis.

New kidney centers will be considered upon the first submittal of interest. If all steps are completed fully, and if the center is accepted to become a new contractor prior to the deadlines noted above, the new kidney center will be considered a contractor at the beginning of each fiscal year (July 1 of any given year). A kidney center is considered a KDP contractor when the center has entered into a contract with the HCA and KDP.

## **Contracts**

The contract is referred to as a Client Service Contract unless the kidney center is part of a governmental entity when an Interagency Agreement is used in place of a Client Service Contract. Client Service Contracts and Interagency Agreements allocate funding for ESRD-related services as described in their terms and conditions. They also authorize kidney centers to be KDP contractors and to be reimbursed for ESRD-related services for KDP-eligible clients.

The kidney center must sign a contract and return it to HCA for final signature before it will be valid. All services provided under the contract are restricted to one fiscal year (July 1 through June 30 of any given year). Although the KDP contractor will only be reimbursed for approved services during those dates of service, the KDP contract will have twelve months from the month of service was provided to bill HCA. Contracts are initiated annually dependent upon availability of funding.

## **Kidney Center Sells and/or Buys Business**

1. If the kidney center is being sold to a purchaser who is not going to contract with KDP, the kidney center being sold must advise the KDP manager of the amount of funding needed to be retained for reimbursement of provided services up to the last date of ownership; ideally, with advance notice of the sale the contract will be terminated on the last day of ownership. Failure to notify HCA that a sale has taken place could lead to an over payment, which then would lead to the Office of Financial Recovery being notified.

2. If the new owner is not already a contractor, then the new owner must apply to become a KDP contractor, but will not have to wait until the new fiscal year to become a KDP contractor. A portion of funding will be allocated from the previous owner's KDP contract.
3. If a contracting kidney center is being sold to another KDP contractor, it is up to the purchasing kidney center to report the changes of the contract to the KDP manager.

The new owner is required to complete the KDP contracting process. It is no longer the responsibility of the former KDP contractor to inform the KDP about the change in ownership.

## **Administration of Program**

The KDP manager is responsible for development, implementation, and monitoring of contracts, program policies and procedures, budgets, program audits, and reimbursement issues.

# **Program Summary and Legal Authority**

## **Program Summary**

The Washington State Kidney Disease Program (KDP) was established to help pay for ESRD-related services for people with ESRD. The goal of the program is to help low-income Washington State residents with the treatment costs of this chronic disease. Funding is appropriated by the state legislature.

The KDP helps cover the costs of Medicare-approved services related to ESRD. It also covers some other related costs that are not covered by Medicare. All services provided by KDP are subject to available funding. The KDP contractor is not required to cover all services requested by a KDP client.

Services are provided by kidney centers that have entered into a Client Service Contract or Interagency Contract with HCA. Once KDP contractors are authorized to determine client eligibility for the program, they provide services to eligible clients and receive reimbursement for approved services within their allotted funding. Only KDP contractors may be reimbursed for KDP services. Therefore, if a kidney center subcontracts for services, then that kidney center must pay the subcontractor.

To qualify for help with ESRD-related treatment costs, clients must meet the specific income and resource requirements contained in Washington Administrative Code (WAC) 182-540. Clients are certified as eligible for one full year from the month they apply unless their status changes during the year and they no longer meet eligibility limits.

## **Legal Authority**

WAC 182-540 contains regulations that guide the operation of the KDP. The KDP manager and participating kidney centers may identify issues that require clarification. Each change or new entry in the WAC must be submitted for public review and comment. The WAC includes regulations related to program services, eligibility, reimbursement, and fiscal information.

# Signature Authority

Kidney centers must submit to the KDP manager a written Signature Authorization Notification to identify key staff with authority to sign the following documents:

- Application of Eligibility
- Contracts
- Contract Amendments
- Quarterly A19-1A Invoice Vouchers

Kidney centers may use the suggested format and form found in the forms section of this manual for the above purpose. This notification must contain the current date, names and titles of staff members, phone numbers, and signatures. The notification must be updated when changes occur.

# Overview of Responsibilities

## Kidney Disease Program Manager:

- Develops forms and instructions and revises them as needed.
- Update KDP manual as needed.
- Provides instructions, clarification, and interpretation of policy.
- Reimburses KDP contractors.

## Kidney Center:

- Assesses client eligibility for KDP.
- Provides client with information, forms, and instructions.
- Assists client in applying for medical programs to include Apple Health (Medicaid) and Medicare.
- Reviews information, determines eligibility, sign and certify the client's KDP Application.
- Provides clients with the KDP Rights and Responsibilities document, KDP Reference Guide, Approval/Denial letters, etc.
- Tracks KDP costs by client for authorized services funded by the KDP.
- Submit A-19 invoice vouchers to KDP manager for payment.

## Individuals applying for KDP:

- Applies for medical programs that may assist with medical cost, to include Washington Apple Health (Medicaid) and Medicare.
- Completes KDP application, provides requested information, and gives information to the kidney center.
- Read the Client Rights and Responsibilities and submit a signed copy to the kidney center.
- Read the Reference Guide.

# Client Eligibility

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## Client Eligibility Criteria and Standards

Clients must satisfy state residential, medical, and financial criteria to be considered KDP-eligible. Clients must have income and resources equal to, or below the income and resource standards set by KDP.

The following describes KDP eligibility requirements.

### **Residential Criteria**

Clients must live in Washington State. Although there is not a prior residency period required, the client must intend to reside permanently in Washington. Washington Residency is defined in WAC182-503-0520.

If a client needs to reside outside of the state of Washington temporarily, it is the client's responsibility to write up, sign, and date a letter stating why. The client must also state in this letter the time period they expect to be gone as well as their intent to reside in Washington State upon the fulfillment of their activities outside of Washington. The KDP contractor is to keep a copy and send a copy to the KDP Manager for approval.

As defined in WAC 182-540-065, the department limits KDP reimbursement for out-of-state services to fourteen days per calendar year. Reimbursement is paid only to KDP contractors. Out-of-state dialysis providers must operate under sub-contract or agreement with an in-state KDP contractor in order to receive reimbursement under this program.

### **Medical Criteria**

Clients must have been diagnosed with ESRD. ESRD is defined in WAC 182-540-005 as "that stage of renal impairment, which is virtually always irreversible and permanent and requires dialysis or kidney transplantation to ameliorate uremic symptoms and maintain life." Clients who have recovered kidney function and are no longer on dialysis are covered for one year. Clients with acute or episodic need for dialysis are not covered.

### **Income**

Income is defined as money, or equivalent, which can be used to meet basic needs for food, clothing and shelter and received in exchange for: labor or services, sale or exchange of goods or property, or profits from financial investments.

Clients must have gross income equal to or below 220 percent of the Federal Poverty Level (FPL).

Income guidelines can be found on the KDP website at:

<http://www.hca.wa.gov/medicaid/rbrvs/pages/kidneydiseaseprogram.aspx>.

To determine who is recognized as part of the family household, refer to [WAC 182-540-021](#).

Total income is the sum of gross annual income received from the following:

- 1) Salary and/or Wages
  - a. Total gross annual income received before exemption or deduction; or
  - b. For self-employed clients, the difference between business receipts and business expenses.
- 2) Disability Insurance
  - a. Social Security
  - b. Private disability insurance
  - c. Government disability
- 3) Social Security Benefits
- 4) Retirement Pension plan
- 5) Business, Property, and Rental Income
- 6) Interest From Savings Accounts and Investments
- 7) Dividends, Royalties
- 8) Trust Funds
- 9) Unemployment Compensation
- 10) Public Assistance
- 11) Other
  - a. Supplemental Security Income (SSI)
  - b. Donations from charitable organizations
  - c. Money given to a client to help with financial needs
  - d. For other types of income that are not listed, contact the KDP Manager for clarification.

Self-employed clients with net business profit earnings or income below the FPL may be eligible. All earnings and liabilities must be verified by the client's income tax statement.

### **Resources (Assets)**

The value of resources must be at or below the resource limit under the QMB program. Resource limits are \$7,080 for one person and \$10,620 for a married couple.

The following are **not** counted towards this limit:

- 1) A home, defined as real property owned by a client as their principal place of residence together with surrounding and contiguous property;
- 2) Household furnishings
- 3) Irrevocable burial plans with a mortuary;
- 4) One burial plot per household member;
- 5) Up to one thousand five hundred dollars for a person or three thousand dollars for a couple set aside in a revocable burial account;
- 6) One vehicle regardless of value; and
- 7) Any resource specifically excluded by Federal Law.

A client's resources **include**, but are not limited to:

- 1) Checking, Savings, IRA, etc.;
- 2) Stocks and bonds;
- 3) Contracts;
- 4) Business equity and real estate not part of "homestead"
- 5) Annuities and trusts;
- 6) Insurance - cash value;
- 7) Personal property, such as second car, boat, motorcycle, or recreational vehicle; and
- 8) Other
  - a. Court order awards
  - b. Non-medical insurance benefits

**Liquid Resources** are resources that can be readily converted into cash including, but not limited to:

- 1) Cash on hand;



- 2) Stocks and bonds;
- 3) Money in savings and checking accounts;
- 4) Mutual fund shares;
- 5) Gold, silver, or platinum coins and bullion;
- 6) Life insurance policies with cash-out option

**Non-liquid Resources** are resources that **cannot** be readily converted into cash including, but not limited to:

- 1) Real estate contracts (contact the KDP manager);
- 2) Real estate other than primary home with five acres; and
- 3) Retirement plans; such as 401K or IRAs; consider full value of retirement plan minus penalties to determine value. Monies in a retirement plan are considered accessible, regardless of whether or not there are penalties for withdrawing from the plan early.

Non-liquid resources must have documentation to support declaration of value. Real estate is determined according to reasonable market value; documentation from a real estate agent or banker will verify the value.

When determining whose resources to include, follow the guidelines indicated for family size. You must include all resources owned by a legally married couple who reside in the same home regardless of whose name the resources are in. The resources of a dependent child which could make the KDP applicant ineligible may be excluded from the gross asset calculation; however, the child must also be excluded from the family size determination.

### **Washington Apple Health (Medicaid) Eligible Clients**

Clients who have full medical coverage through Washington Apple Health (Medicaid) do not qualify for KDP with the following exceptions:

- Clients who have met a spenddown liability (\$99) or are on Washington Apple Health (Medicaid) without a spenddown (\$95) because the health insurance premium is paid by the KDP to meet the spenddown, or paid by the KDP and used as an income deduction.
- Clients who are eligible for Healthcare for Workers with Disabilities (HWD) program and KDP is paying the HWD premium.

In order to appropriately use KDP funds, contractors must verify Washington Apple Health (Medicaid) eligibility and not use KDP funds if a KDP client subsequently becomes medicaid eligible.

### **Regaining Kidney Function**

Clients who regain kidney function and are no longer receiving dialysis will continue to be covered for ESRD-related healthcare services for one year. If a client regains kidney function during the current eligibility period, a new application is not required unless the client's financial situation has changed.

### **Kidney Transplant Clients**

Clients who receive a kidney transplant **are** eligible for KDP. Eligibility criteria and standards will determine continued KDP eligibility. There is no limit to the number of years that a client may remain on KDP.

### **Reapplying for KDP**

Clients who are reapplying for KDP need to start the reapplication process within forty-five (45) days of the end of their certification period. During this time, the client must also reapply for Apple Health (Medicaid).

# Spenddown

Spenddown means the amount of excess income Apple Health (Medicaid) has determined that the client needs to spend on medical expenses to become eligible for the Medically Needy program. The client becomes eligible for coverage only after he or she meets the spenddown requirement by presenting the department with evidence of medical expenses which are equal to the spenddown amount and for which the client is financially liable.

## How does spenddown work?

The CSO compares the client's income to a standard known as the Medically Needy Income Level (MNIL). The MNIL is increased each year in January and effective 01/01/14, the MNIL is \$721. A client whose income (after certain disregards and allocations) is above the MNIL is required to spend down their income to the MNIL standard. For example:

Bill has monthly income of \$800 Social Security disability. He is allowed a disregard of \$20, which brings his countable income to \$780. When you compare \$780 to the MNIL of \$721, his income is over the standard by \$59.00. This is his monthly excess income. To determine the amount of his spenddown, you multiply this amount by 3 or 6 months, depending on how long a certification Bill chooses. If he were to choose a 6-month period, his total spenddown amount would be \$354.

## Public program and spenddown:

The KDP is considered a public program since it uses no federal funds. An expense paid on behalf of a client using KDP funds is an allowable expense which the client can use to help meet the spenddown obligation. A KDP contractor may not bill the department for any expenses that are used to meet a client's spenddown liability. If Apple Health (Medicaid) is billed in error, then it is the provider's responsibility to inform the KDP Manager of the overpayment. The KDP Manager will then determine how the provider is to reimburse the KDP.

The kidney disease center must keep records of all spenddown expenses that were paid using public program funds, and the department reserves the right to review or audit these expenses to ensure that they were not paid by Apple Health (Medicaid). KDP will no longer be able to guarantee a client's eligibility for the medically needy spenddown program but may continue to present qualifying expenses paid using KDP funds to the local Community Services Office to be considered towards a spenddown obligation as these expenses are incurred by the client. Verification of expenses may be faxed directly to the CSO spenddown central unit at 1-888-338-7410.

## What expenses can be used to meet spenddown?

The following expenses may be allowed towards a client's spenddown liability:

- Medical expenses incurred within the current base period which:

- 1) Have been paid by the KDP Program

- 2) Have been paid by the client or family member residing in the same home as the client and for whom the client is financially responsible; or
  - 3) Which are unpaid, but for which the client is liable.
- Expenses that have been paid by KDP or the client within the 3 months immediately preceding the client's Apple Health (Medicaid) application date if eligibility for coverage was not determined for that period. These expenses may be used to help reach a spenddown liability for the current base period.
  - Unpaid bills incurred prior to the current base period for medical expenses for:
    - 1) A client or one of the client's family members who is legally or blood-related, living in the same household as the KDP client and for who the client is financially responsible.
    - 2) The expense must be for services already received and for which the client or family member is liable.
    - 3) The expense allowed amount is reduced by any confirmed third party payments which apply to the charges such as insurance payments.
    - 4) The client must present evidence of prior unpaid bills to the department to use before KDP funds can be utilized to meet any spenddown balance. Unpaid bills may only be used once towards any period in which eligibility for Apple Health (Medicaid) is established.
  - Actual amount paid for medical transportation expenses paid by KDP through the Apple Health (Medicaid) Transportation brokerage or other transportation service;
  - A mileage amount if the client uses a private vehicle to travel to and from any medical appointments. The amount is based upon the current IRS standard mileage reimbursement amount listed at <http://www.irs.gov/2014-Standard-Mileage-Rates-for-Business,-Medical-and-Moving-Announced>. This expense is only allowable during the time period when the client is not Apple Health (Medicaid) eligible and if the client is not already receiving reimbursement through another payer (KDP is payer of last resort). As of January 1, 2014, the reimbursement amount is \$0.235 per mile for a privately owned vehicle. Because there is no IRS rate for privately owned motorcycles used for Medical appointments, the KDP will reimburse \$0.14 per mile.
  - Medical services, medical supplies and medical equipment.
  - Insurance premiums, co-payments, co-insurance and deductibles (**unless the department has already considered the insurance premium as an income deduction when determining the spenddown liability amount**). You may need to view the client's award letter to determine if an insurance premium deduction has been allowed. Insurance premiums purchased for an ESRD client by KDP may be considered an income deduction to a spenddown client and may reduce the amount of their spenddown calculation. For example:

Bill has monthly income of \$800 Social Security disability. He is allowed a \$20 income disregard, bringing his countable income to \$780. In addition, he now has a monthly health insurance premium of \$150. This additional deduction brings his countable income to \$630 (\$780 - \$150). \$630 is below the MNIL of \$674 and since his countable income is now below the standard, Bill is no longer subject to a spenddown. He could be approved for medically needy coverage without the requirement to incur additional medical expenses.

- Medicare premiums paid by a client during the current base period if these are not being paid by the department under a Medicare Savings Program for eligible clients.

**Medicare Savings Programs:** Financial eligibility for a Medicare Savings program is determined by comparing a client's income to the Federal Poverty Level (FPL). The limits are as follows:

100% FPL - QMB (Qualified Medicare Beneficiary). The department pays for Medicare Part A premiums (if necessary), Medicare Part B premiums, coinsurance, co-payments, and deductibles.

120% FPL – SLMB (Specified Low Income Medicare Beneficiary). The department pays for Medicare Part B premiums.

135% FPL – QI-1 (Qualified Individuals). The department pays for Medicare Part B premiums for clients who are not receiving Apple Health (Medicaid) benefits. The department will stop paying Part B premiums if a client becomes Apple Health (Medicaid) eligible.

200% FPL – QDWI (Qualified Disabled Working Individual). The department pays for Medicare Part A premiums for clients who are working and not receiving Apple Health (Medicaid) benefits.

If the department is paying any of the above expenses on behalf of the client, these cannot be applied towards a spenddown obligation.

**What expenses cannot be used to meet spenddown?**

- Medical expenses listed above that have been written off by the provider or for which a third party payer is fully responsible.
- Medical expenses paid for by KDP prior to the first day of the month in which the client applied for Apple Health (Medicaid).
- Medical expenses which were applied to a prior spenddown, unless the client did not become Apple Health (Medicaid) eligible during that spenddown period and the expense is still unpaid.
- The expense was not provided or prescribed by a licensed healthcare provider.

# Family Income Based on Household, Whom to Count and Not to Count

The following definitions will help determine whom to include in the family count for family size. This information applies to the Application of Eligibility, Part 1, number 12, "List family members living in your household (do not include yourself)" and the Gross Income Eligibility Guideline.

- **One Person in Family**

Client is unmarried, or legally separated, and lives:

- ✓ Alone;
- ✓ With a friend or friends;
- ✓ With a friend and friend's children; or
- ✓ With his or her children who are 19 years of age unless in school. (See below for children attending school.)

- **Two or More Persons in Family:**

Include the following:

- ✓ Spouse;
- ✓ Child(ren) under the age of 19 years old who live in the same household and for whom the client is legally responsible;
- ✓ Child(ren) who live in another household and for whom the client is paying court ordered child support; or
- ✓ Child(ren) 19 years of age and under 22 years old while attending school or college.

- **Who is Not Included in the Family:**

- ✓ A child whose income or resources is not included when determining household income/resources;
- ✓ A separated spouse not living in the same household.

When it is to the client's benefit to include a child with income in the household, then you must add the child's income to the gross countable income for the family and compare this figure to the appropriate standard based on household size.

However, since a child is not financially responsible for his/her parents, a parent cannot be denied benefits based upon the income of the child and the child and his/her income may be excluded in both the gross income calculation and the household size determination.

Since spouses are financially responsible for each other, a spouse's income and assets must be included when determining gross income and resources. Common law marriages are not recognized as a legal marriage for the purpose of determining family size for KDP eligibility.

# Procedure for Determining KDP Eligibility

## Application for Washington Apple Health (Medicaid)

A client that applies for assistance through KDP must submit an application for Washington Apple Health (Medicaid) or present a copy of a recent denial notice. This applies to all clients including those reapplying at the end of their current KDP certification. A client that refuses to follow through with the Washington Apple Health (Medicaid) application process is not eligible for KDP. Carefully review any denial notice to ensure that the denial is not because the client failed to provide required verifications. Clients should apply for Apple Health (Medicaid) at [www.wahealthplanfinder.org](http://www.wahealthplanfinder.org) or submit a paper application form #18-001P. The form and instructions can be found at <http://www.hca.wa.gov/medicaid/forms/Pages/index.aspx>.

Clients must submit a Washington Apple Health (Medicaid) **medical** determination to the kidney center and are responsible for reapplying for this medical coverage. Should clients fail to continue to reapply for Apple Health (Medicaid) the KDP will be unable to assist them with their medical bills. When reapplying for coverage, the department recommends reapplying 45 days before the end of the current KDP certification period. Once on KDP, in order to continue KDP coverage, clients must reapply for Apple Health (Medicaid) every year before their certification period ends.

Clients who are eligible for Washington Apple Health (Medicaid) under Categorically Needy, Medically Needy without spenddown, or General Assistance-Unemployable coverage are not covered by KDP. Medical care is already provided under these categories. Please refer to the KDP coverage chart for categories of programs that a client can be on and still be eligible for KDP.

## Application for KDP Eligibility

The kidney center will assist clients in applying for KDP by providing the Application for Eligibility form, information, and instructions. The kidney center will also assist with the Medicare and/or Apple Health (Medicaid) enrollment process.

Clients applying for help with their ESRD medical bills must meet medical, financial, and residency eligibility criteria to qualify for KDP and therefore must provide documentation to verify their residential street address, income, and bank account balances. They are also required to provide their income tax statement.

The kidney center will review the information to predetermine eligibility and maintain a copy of the documentation for their records in a pending file. Upon satisfaction that eligibility criteria and standards are met, the client will complete an Application for Eligibility (HCA 13-566).

The kidney center will review the Application for Eligibility (HCA 13-566) to ensure completeness and presence of required documentation and will determine eligibility for KDP by following policy and procedures described in this manual. All clients will be given a copy of the Rights & Responsibilities document, an approval or denial letter and the KDP Reference Guide.

KDP contractors are to send the completed application for eligibility and the application documentation to the KDP manager per WAC 182-540-025 for clients who are either newly applying or reapplying for the KDP. When reapplying for KDP, the agency recommends reapplying 45 days



before the end of the current certification period. Once on KDP, in order to continue KDP coverage, clients must reapply for KDP every year before their certification period ends.

### **Retroactive Period**

Once a client is determined eligible for KDP and an Washington Apple Health (Medicaid) application has been submitted, a kidney center may use KDP funds to cover costs during the period of time between filing the application for Apple Health (Medicaid) and receiving verification that a client is either eligible or ineligible for medical coverage. KDP funds may be used to cover expenses from the first day of the month in which the application was filed even if the filing date is later in that same month. If the client is found eligible for the Medically Needy program and has a spenddown, those expenses which have been paid out of KDP funds prior to the receipt of the award letter may be submitted to the CSO to be applied towards the client's liability. If the client is found eligible for medical coverage without a spenddown, expenses which were paid using KDP funds may be billed to Apple Health (Medicaid) and those monies must be reimbursed to the KDP.

Although the effective date of eligibility for KDP is the first day of the month in which the client submits the KDP application form, a client may be eligible for retroactive coverage for expenses incurred within the three months immediately prior to the KDP application if the client would have been determined eligible for those three months.

### **Purchase of Health Insurance**

After determining a client to be eligible, the kidney center will decide whether to purchase a Medicare supplement or third-party medical insurance. The insurance policy must cover ESRD treatment services and be cost effective. To be considered cost effective, the cost of the premium with deductible and co-pays must be less than the cost of services.

The one exception to the above is for those clients who cannot get health insurance coverage for ESRD services due to a preexisting ESRD condition. KDP will pay the premiums up to 6 months if after that time the policy will pay for ESRD services; however, in order for a client to qualify for this exception, a long-term, projected cost benefit analysis must be completed and show that within 12 months the policy will have paid more toward ESRD services than the total 6 months of payments toward the premiums paid.

Individual health insurance premiums or the client's portion of a family policy will be reimbursed. When a client is included in a family policy, the costs of other family members *must not* be paid with KDP funds.

Health insurance purchased by a current employer will not be reimbursed even if the client pays a portion of the expense out of their current wages.

If a kidney center does not purchase a Medicare supplement or third-party insurance, the reason must be stated on the Application of Eligibility.

## **Health Insurance Premium**

If a kidney center uses KDP funds to purchase third-party insurance on behalf of an ESRD client who is pending spenddown, the center should communicate this information to the local Community Services Office (CSO) or Home & Community Services Office (HCS). Costs relating to insurance premiums are considered an income deduction to the client and may change the spenddown calculation. Ask the CSO to make a new eligibility determination using the monthly premium expense as an allowable deduction.

If the client is a current Washington Apple Health (Medicaid) recipient, the kidney center needs to report the availability of insurance coverage to the HCA Coordination of Benefits (COB) unit at 1-800-562-6136. COB may be able to assist with the costs of the premium through the premium payment program.

Refer to the *Spenddown* section for an example on how the insurance premium expense affects spenddown eligibility.

# Overview of Eligibility Procedures

Prior to initiating an Application of Eligibility, pre-screen the client for KDP eligibility by using the policies and procedures in this manual. Inform the client of her/his eligibility status at the time of determination and provide them with a written approval or denial letter. Certify eligible clients within ten days from receipt of a completed application where possible.

- **Refer to Eligibility Procedures to determine if the client meets the following:**
  - ✓ Residency requirement
  - ✓ Medical and financial criteria
  - ✓ Income and asset limits
- **Collect the following documentation from the client:**
  - ✓ Apple Health (Medicaid) medical determination
  - ✓ Income earnings statement or Social Security statement
  - ✓ Internal Revenue tax statement
  - ✓ Bank account statements or other documentation showing current bank balance
  - ✓ Verification of current street address to confirm residency
- **Review application and determine:**
  - ✓ Client has answered all questions, signed and dated the application
- **Determine eligibility dates and assign as follows:**
  - ✓ Assign eligibility for one full year, i.e., 05/01/14 – 04/30/15
    - Start date – begins on the first day of the month the client submits the application
    - Ending date – the last day of the 12<sup>th</sup> month following the start date
  - ✓ Reapplying client's continued eligibility start date depends upon when the client reapplies:
    - When a client reapplies prior to the end of last eligibility date, the new eligibility continues without a lapse of coverage.
    - When a client reapplies after the end of his/her last eligibility date, the client's eligibility begins on the first day of the month that the Application of Eligibility

is completed and submitted by the client, unless the application can be retroactive back three (3) months.

- **Approving KDP eligibility:**

- ✓ Award KDP recipient official program approval or denial letter;
- ✓ Review the recipient Rights and Responsibilities with client, have the client sign and date acknowledging they received and reviewed it. Keep the original for the kidney center's files, and give a copy to the recipient;
- ✓ Provide the client with a copy of the KDP Reference Guide.

- **Client has a Change in Circumstances:**

- ✓ A client who is approved for KDP is required to report changes in their circumstances to the KDP contractor within thirty days of the date of change. The following are changes in circumstances:
  - When total income for household members included in the KDP household size goes above two hundred twenty percent FPL and the change is expected to last for thirty calendar days or longer;
  - When countable resources exceed the QMB resources standard;
  - When there is a change in household members or household size;
  - When the client is determined eligible for Medicare; or
  - When the client is no longer a Washington State resident.
- ✓ If the client has a change in circumstances that will affect their KDP eligibility, the client is required to fill out and submit a new KDP application, with a new effective date reflecting the changes made. If the KDP contractor determines the client is no longer eligible for KDP services, the contractor must give the client a ten (10) days' written notice before services can be terminated.

# Services

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## Covered Services

The KDP is the payer of last resort. If there are no other payment sources, then KDP will pay for the ESRD-related services according to the contract terms. Coverage includes the cost of healthcare services essential to the treatment of ESRD. Services that are not listed under this section are considered non-covered services.

To receive consideration for approval of non-covered services, the kidney center must provide a written narrative documenting that the treatment is directly related to ESRD. To receive reimbursement, the KDP Manager must approve these non-covered services before the delivery of the service. The kidney center must retain documentation to support KDP payment for approved non-covered services.

## Out of State Medical Services

Clients may receive ESRD-related services from an out-of-state kidney facility for a maximum of fourteen (14) days when the client's in-state kidney center agrees to arrange and coordinate reimbursement of services. The out-of-state kidney facility will be paid directly by the contracted KDP.

## Access Surgery, Lab & X-Ray, Hospitalization

- **Access surgery coverage:**

Covers costs associated with surgically preparing the client for dialysis and medical complications related to the access site including:

- ✓ Surgical services
- ✓ Operating room
- ✓ Anesthesia
- ✓ Hospital
- ✓ Physician fees, including hospital and follow-up visits

- **Laboratory and x-ray coverage:**

- ✓ Laboratory tests and x-rays required as part of an overall treatment plan for ESRD

- ✓ Non-routine services, as defined by Medicare and is a KDP-covered service. If not, prior approval must be obtained from the KDP Manager
- **Hospitalization coverage:**
  - ✓ All hospital charges related to the treatment of ESRD
  - ✓ Surgical and medical care for secondary complications related to ESRD (e.g., hip replacement, peritonitis, or pneumonia)

*\*Documentation must clearly state that the hospitalization was specifically for the treatment of an ESRD-related condition.*

## **Physician Fees, Dialysis, and Dialysis Limitations**

- **Physician fees coverage – hospital, office, or outpatient:**
  - ✓ Physician fees incurred when a client is hospitalized or visits an emergency room as a result of his or her ESRD, including nephrologists and other physicians consulted by the client's primary physician.
  - ✓ Fees incurred when a client is seen at a physician's office for a post-transplant visit to assess the status of a client for diagnosis of ESRD

*\*Documentation must clearly state that the office visit was specifically for treatment of an ESRD-related condition.*

- **Dialysis coverage (including):**
  - ✓ Hemodialysis
  - ✓ Intermittent peritoneal
  - ✓ Continuous ambulatory peritoneal
  - ✓ Continuous cyclical peritoneal
- **As stated in the Kidney Center's Billing Instructions, dialysis limitations are as follows:**
  - ✓ For revenue codes 821, 831, and 880, a maximum of 14 sessions per client, per month (hemodialysis).
  - ✓ For revenue codes 841 and 851, a maximum of 31 sessions per client, per month (peritoneal or continuous cyclical peritoneal dialysis).

**Note: Providers may request a limitation extension (LE) if more sessions than indicated above are medically necessary.**

- **What is a Limitation Extension?**

A limitation extension (LE) is HCA's authorization for the provider to furnish more units of service than are allowed in Washington Administrative Code (WAC) and HCA's billing instructions. The provider must provide justification that the additional units of service are medically necessary. Please see the Limitation Extension Request form for further details on how to obtain an LE.

- **Home dialysis coverage:**

The cost of providing dialysis and related services in the home, including aborted runs

- **Center dialysis coverage:**

The cost of dialysis and related services provided in a kidney center, including aborted runs

- **Dialysis while hospitalized coverage:**

The cost of dialysis and related services provided while the client is confined to an acute care facility for treatment of ESRD-related complications or any other illness or injury that keeps the client from dialyzing at his/her regular site

## **Intravenous Drugs, Dialysis Equipment, and Supplies**

- **Intravenous drugs and supplies coverage:**

Erythropoietin (EPO) is covered as part of dialysis charges if prescribed by the attending physician.

- **Dialysis equipment and home supplies coverage:**

The payment for the use of equipment and cost of supplies is included within the composite payment for dialysis.

- **Equipment installation coverage (including, but not limited to):**

- ✓ Identification of any minor plumbing or electrical\* changes required to accommodate equipment
- ✓ Ordering and implementation of changes
- ✓ Necessary testing to assure proper installation and function

**\*Minor plumbing or electrical changes** include parts and labor required to connect the dialysis equipment to plumbing and electrical lines that already exist in the room where the client will dialyze.

**Not covered** is wiring, rewiring, or any plumbing to the client's home or to the room in the home where the client will dialyze. Delivery and installation of equipment is included in the composite payment for dialysis.

- **Equipment maintenance cost coverage:**

Included within the composite rate for dialysis

- **Medical supplies:**

Included within the composite rate for dialysis, examples of which are:

- ✓ Dialysate
- ✓ Dialyzer
- ✓ Syringes
- ✓ Alcohol wipes
- ✓ Forceps
- ✓ Sterile drapes
- ✓ Scales
- ✓ Needles
- ✓ Topical Anesthesia
- ✓ Rubber Gloves
- ✓ Scissors
- ✓ Sphygmomanometer with cuff and stethoscope

**Freight costs** are included within the composite rate for dialysis.

## **Nutritional Supplements, Transplant Clients, Insurance Premiums, and Home Helpers**

- **Drugs and nutritional supplements coverage:**

Covered prescription drugs, nonprescription drugs, and nutritional supplements for direct treatment of ESRD are restricted to the KDP Approved Medications List found under *Approved Drug List*.

- ✓ **Prescription drugs:**



Medications prescribed for the treatment of ESRD

✓ **Nonprescription drugs:**

Over-the-counter medications required for treatment of ESRD

✓ **Nutritional supplements:**

KDP will no longer reimburse for costs of enteral nutrition for clients 21 and older. *(This section was revised to reflect the July 1, 2009 changes to the Enteral Nutrition Program, WAC 182-554-100.)*

• **Transplant Clients:**

Clients who have received a transplant, and have been deemed eligible for KDP funds, are to be provided funding to help cover their costs, regardless of whether or not they are transplant patients. How these funds are distributed is a business decision that is left up to the KDP contractor.

• **Health insurance premiums covered for clients when cost-effective:**

- ✓ The insurance policy must include ESRD treatment services.
- ✓ For those clients who cannot get health insurance coverage for ESRD services due to a preexisting ESRD condition, KDP will pay the premiums up to 6 months if after that time the policy will pay for ESRD services; however, for a client to qualify for this exception, a long-term projected cost benefit analysis must be completed and show that within 12 months the policy will have paid more toward ESRD services than the total 12 months of payments toward the premiums paid.
- ✓ If health insurance is not purchased, the kidney center must state why it was not purchased on the KDP's Application of Eligibility.

• **Home helper costs are covered when:**

- ✓ A trained person is helping a client with a dialysis session in the home or
- ✓ Sessions in the center during training to become a client's home helper.

A session at home is considered to be the duration of the dialysis run, plus one hour for setup, and one hour for cleanup. A session training in the center is a day of training, no matter what the material or how long. The helper's wage is \$35.00 per session. Home helpers must provide the kidney center with a Home Hemodialysis Assistant Log.

• **Home helper costs are not covered:**

- ✓ For time spent performing housekeeping chores or other services unrelated to the home hemodialysis process and;
- ✓ For spouses or family members unless the spouse/family quits his/her wage-earning job to provide this service.

## **Medicare Deductible, Pre/Post-Transplant Dental Services, and Transportation/Lodging**

- **Medicare annual deductible and 20 percent co-insurance:**

All services are covered except for any supervising physician fees that are applied to Medicare-approved clients.

- **Pre-transplant and post-transplant dental services:**

- ✓ Covered to minimize the risk of infection before, during, and immediately following kidney transplant surgery.
- ✓ The kidney center must submit the following to the KDP Manager for pre-authorization of any services:
  - *Proposed treatment plan*, including procedural codes with proposed charges; see the following documentation requirement.
  - *Documentation* from a nephrologist establishing that the client:
    - a) Is a candidate for transplant
    - b) Will be put on or is on a transplant register or list
    - c) Requires pre-transplant dental services
    - d) Has been compliant with their recommended treatment in order to receive a transplant.

The authorization for dental services is based on approved procedures in the HCA *Physician-Related Services/Healthcare Professional Services Billing Instructions* or *Dental-Related Services Billing Instructions*. Dental plans may be approved as required, denied, or only part of the plan may be approved. KDP will pay Apple Health (Medicaid) rates or the rates provided by the dental provider, whichever is lower.

- **Transportation and lodging with meals covered:**

The kidney center has the option to use funding towards transportation for:

- ✓ Dialysis and physician visits
- ✓ Lodging/meals during home hemodialysis training.

These services are no longer required through a HCA Transportation Broker in the client's resident area; however, if the HCA broker is used, the kidney center must pay the broker directly and include it as costs in the KDP reported costs on the A19-1A Invoice Voucher.

- **Transportation:**

Covers non-emergent travel to the dialysis center for dialysis and physician visits. If the contractor is reimbursing the client for their mileage, clients are to be reimbursed based on the current IRS standard mileage reimbursement amounts listed at <http://www.irs.gov/2014-Standard-Mileage-Rates-for-Business,-Medical-and-Moving-Announced>. The current rate is \$0.235 per mile for a privately owned vehicle. Since the IRS does not have a rate for privately owned motorcycles, the KDP rate is \$0.14 per mile.

- **Lodging and meals:**

Covers lodging and meals during home dialysis training or when ESRD care is required at a center. When this is the case, the cost of modest lodging and meals will be paid for the client and the dialysis helper being trained to assist the client. Since young children and severely disabled adults often have a relative or friend stay with him/her during training, lodging and meals are covered.

*A kidney center may choose not to provide transportation or lodging and meals for various reasons including, but not limited to:*

- ✓ Reasonable community transportation is available
- ✓ Limitation of KDP funding
- ✓ Client's abuse of services

## **Miscellaneous Charges & Interpreters**

- **Miscellaneous charges:**

Services *not* described in the above categories must be pre-authorized by the KDP Manager.

- **Interpreter coverage:**

Covers the costs of an interpreter in order for KDP clients to receive the best possible care when the services provided are directly related to KDP and ESRD. Some examples include:

- ✓ Accompanying a patient to the bank in order to get bank statements and other documentation for applying to the KDP and Medicare.
- ✓ Accompanying a KDP client to nephrologist's appointments.
- ✓ Providing services to a KDP client when the client may be receiving medical care for a transplant.

# KDP Coverage Charts

Please refer to the chart below and on the next page for services that KDP can pay.

<b>KDP COVERAGE CHART</b>					
YES = KDP can pay NO = KDP cannot pay					
	KDP ONLY	HWD	MEDICARE CLIENTS - MEDICARE SAVINGS PROGRAMS (MSP)		
KDP SERVICES	(N)	(S08)	QMB(S03)	SLMB(S05)	QI-1(S06)
			ONLY	ONLY	ONLY
Access Surgery	YES	NO	NO	NO	NO
Lab and X-ray	YES	NO	NO	NO	NO
Hospitalization	YES	NO	NO	NO	NO
Physician Fees	YES	NO	NO	NO	NO
Dialysis	YES	NO	NO	NO	NO
Home Dialysis	YES	NO	NO	NO	NO
Center Dialysis	YES	NO	NO	NO	NO
Dialysis while Hospitalized	YES	NO	NO	NO	NO
Intravenous drugs and supplies	YES	NO	NO	NO	NO
Dialysis Eqp and supplies and home	YES	NO	NO	NO	NO
Equipment installation	YES	NO	NO	NO	NO
Equipment Maintenance	YES	NO	NO	NO	NO
Medical supplies	YES	NO	NO	NO	NO
Freight costs	YES	NO	NO	NO	NO
Drugs**	YES	NO	YES**	YES**	YES**
Health insurance premiums (non Medicare)	YES	NO	YES	YES	YES
HWD premiums	NO	YES	N/A	N/A	N/A
Home helper costs	YES	NO	YES	YES	YES
Medicare deductible	YES	NO	NO	YES	YES
Medicare part A premiums	YES	NO	NO	YES	YES
Medicare Part B premiums	YES	NO	NO	NO	NO
Medicare Part C premiums	YES	NO	YES	YES	YES
Medicare Part D premiums	YES	NO	YES***	YES***	YES***
Medicare Part D co-payments	YES	NO	YES	YES	YES
Medicare co insurance	YES	NO	NO	YES	YES
Pre transplant dental services	YES*	NO	YES*	YES*	YES*
Transportation	YES	NO	YES	YES	YES
Lodging and meals (transplant patients only)	YES	NO	YES	YES	YES
Miscellaneous	YES*	NO	YES*	YES*	YES*
* With prior approval and through approved providers only.					
** Not covered unless all other options and PA processes have been eliminated, and KDP is payer of last resort.					
***Approved if there is cost savings in paying the client's premium instead of their drugs. Upon request, be prepared to submit cost savings analysis to KDP manager if requesting reimbursement for Part D premiums.					

## KDP COVERAGE CHART - Spenddown Cases

YES = KDP can pay NO = KDP cannot pay

	Spenddown								
	MN Pending Spenddown not Active on Medicaid (S99)					MN Spenddown Active on Medicaid (S99 or S95)			
KDP SERVICE	Not eligible for Medicare	Eligible for Medicare and QMB (S03)	Eligible for Medicare and SLMB (S05)	Eligible for Medicare and Q1 (S06)	Eligible for Medicare and NOT eligible for an MSP	Not eligible for Medicare	Eligible for Medicare and QMB (S03)	Eligible for Medicare and SLMB (S05)	Eligible for Medicare and NOT eligible for an MSP
Access Surgery	YES	NO	NO	NO	NO	NO	NO	NO	NO
Lab and X-ray	YES	NO	NO	NO	NO	NO	NO	NO	NO
Hospitalization	YES	NO	NO	NO	NO	NO	NO	NO	NO
Physician Fees	YES	NO	NO	NO	NO	NO	NO	NO	NO
Dialysis	YES	NO	NO	NO	NO	NO	NO	NO	NO
Home Dialysis	YES	NO	NO	NO	NO	NO	NO	NO	NO
Center Dialysis	YES	NO	NO	NO	NO	NO	NO	NO	NO
Dialysis while Hospitalized	YES	NO	NO	NO	NO	NO	NO	NO	NO
Intravenous drugs and supplies	YES	NO	NO	NO	NO	NO	NO	NO	NO
Dialysis Eqp and supplies and home	YES	NO	NO	NO	NO	NO	NO	NO	NO
Equipment installation	YES	NO	NO	NO	NO	NO	NO	NO	NO
Equipment Maintenance	YES	NO	NO	NO	NO	NO	NO	NO	NO
Medical supplies	YES	NO	NO	NO	NO	NO	NO	NO	NO
Freight costs	YES	NO	NO	NO	NO	NO	NO	NO	NO
Drugs**	YES	**	**	**	**	**	**	**	**
Health insurance premiums (non Medicare)	YES	YES	YES	YES	YES	YES (excluding WSHIP)	YES (excluding WSHIP)	YES (excluding WSHIP)	YES (excluding WSHIP)
HWD premiums	NO	NO	NO	NO	NO	NO	NO	NO	NO
Home helper costs	YES	YES	YES	YES	YES	NO	NO	NO	NO
Medicare deductible	N/A	NO	YES	YES	YES	N/A	NO	NO	NO
Medicare part A premiums	N/A	NO	YES	YES	YES	N/A	NO	NO	NO
Medicare Part B premiums	N/A	NO	NO	NO	YES	N/A	NO	NO	NO
Medicare Part C premiums	N/A	YES	YES	YES	YES	N/A	NO	NO	NO
Medicare Part D premiums	N/A	YES	YES	YES	YES	N/A	NO	NO	NO
Medicare Part D co-payments	N/A	YES	YES	YES	YES	N/A	NO	NO	NO
Medicare co insurance	N/A	NO	YES	YES	YES	N/A	NO	NO	NO
Pre transplant dental services	YES*	YES*	YES*	YES*	YES*	NO	NO	NO	NO
Transportation	YES	YES	YES	YES	YES	NO	NO	NO	NO
Lodging and meals	YES	YES	YES	YES	YES	NO	NO	NO	NO
Misc	YES*	YES*	YES*	YES*	YES*	NO	NO	NO	NO
* With prior approval and through approved providers only.									
** Not covered unless all other options and PA processes have been eliminated, and KDP is payer of last resort									

# Reimbursement

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## Introduction

Payment for approved ESRD-related services is made to KDP contractors by HCA through quarterly payments.

All kidney centers are required to submit initial quarterly KDP A19-1A Invoice Vouchers for reimbursement of insurance premiums, transportation, dental, drugs, co-pays, etc. to the KDP Program Manager within 60 days after each quarter ends. A19-1A Invoice Vouchers for co-insurance are due within 90 days after each quarter ends. If there are expenditures that were not paid in the original billing, but are still reimbursable, send a new A19-1A for the quarter those services were provided to the KDP Program Manager. Prior quarters need to be updated to reflect other payers' payments toward costs. More specific information on how contractors are paid may be found in the contract between the contractor and HCA.

Remember:

- When submitting an A19-1A Invoice for payment to HCA, the kidney center is required to attach the appropriate documentation that has been agreed upon by the center and the KDP Manager.
- Kidney centers must retain documentation supporting justification for payment and eligibility for possible review by HCA upon request.
- Each kidney center is responsible for payment to subcontractors they have used. The KDP will reimburse only those providers who are contracted with KDP.
- A contractor has 12 months from the month the service was provided to send the KDP Manager a Form A19-1A Invoice for any additional expenditures that have not yet been paid to the contractor from the previous contract year. The contractor can receive multiple payments after the close of the contract year, as long as the services for those expenditures were provided during that contract year.

Mail, email, or fax each A19-1A to the KDP Manager so that it is received by the month listed below:

<b>KDP A19-1A for:</b>	<b>*Initial billing for items paid during or for the quarter must be received no later than the last business day of:</b>	<b>**Initial billing for items paid after the quarter ends is due no later than the last business day of:</b>
First Quarter	November	December
Second Quarter	February	March
Third Quarter	May	June
Fourth Quarter	August	September
<b>Please note, this timeline is only for the initial billing. The contractor may bill late items on additional A19s.</b>		

*\* This schedule consists of the following items:*

- Premiums;
- Co-pays;
- Transportation;
- Drugs;
- Dental (transplant only);
- Misc. items;
- Co-insurance if ready to bill; and
- Any other KDP covered ESRD related medical bills that can be billed at this time.

*\*\* This schedule consists of the following items:*

- Co-insurance; and
- Any other KDP covered ESRD related medical expenses that are ready to bill at this time.

## Reimbursement for Medications

### **Kidney centers who own outpatient pharmacies in their center, hospital, or organization:**

- 1) Kidney centers must include the cost of approved drugs on the KDP A19-1A Invoice Voucher at the amount the Apple Health (Medicaid) program pays for the same drugs. In addition, a \$4 dispensing fee may be added.
- 2) Refer to the HCA's State Maximum Allowable Cost (SMAC) list at <http://www.hca.wa.gov/medicaid/pharmacy/pages/reimburse.aspx> for reimbursement amounts for drugs. The SMAC list is updated monthly.
- 3) When a medication is produced by multiple manufacturers, the lowest priced product must be prescribed.



### **Kidney centers who do not own outpatient pharmacies:**

- 1) Reimbursement for medication(s) shall be made to the client within ESRD-related medications purchased by the client will be counted at 100% of the client's cost and must be verified by a receipt from the client.
- 2) When the client submits his/her receipt(s) for previously paid medication to the kidney center, the receipt must contain ESRD-related medications and amount paid.
- 3) Payments for previously paid medications cannot be for receipts older than 6 months.
- 4) 30 days of the time the client submitted the reimbursement request to the kidney center.

Kidney centers are encouraged to subcontract or make an arrangement with a community pharmacy for clients to receive medication. The pharmacies may not directly bill KDP, but must submit bills through the kidney center.

## **Reimbursement for Other Services/Supplies**

All services and supplies authorized and provided to KDP clients will be reimbursed according to the current HCA fee schedules. If there is no reimbursement amount established for a specific service or supply, then the rate of reimbursement will be the kidney center's usual and customary fee.

## **Recovery Procedures**

It may be necessary for a kidney center to refund payment to the KDP. A refund is also called a recovery. A recovery is appropriate when:

A kidney center bills a third party, e.g., Medicare, for services, but is denied payment. The kidney center then adds these costs to the services provided and the program covers the costs. The third-party payer reconsiders the charge and makes payment to the kidney center. The kidney center must refund the full amount paid for services covered by another payer to KDP.

These refunds should be mailed to the following address:

HCA/Accounting Unit  
Attn: Kidney Disease Program  
PO Box 45500  
Olympia, WA 98504-5500

Please inform the KDP Manager when you have sent a refund including client information and the quarter(s) to apply the overpayment.

# Documentation Review Requirements

As part of KDP's contract monitoring plan, KDP contractors may be audited. The main focus of the audit will be to verify that:

- KDP funds were used for services and equipment for those who are eligible for the program
- Amounts on the cost reports are valid and represent the amounts that the Apple Health (Medicaid) program would pay for the same services.
- Third party payments were credited against costs of services.

Kidney Centers need to retain documentation for audit purposes.

# Approved Drug List

KDP reimbursement for drugs is limited to medication found in this approved drug list. For KDP clients that have Medicare Part D, KDP will only pay for a drug if it is not listed in the client's formulary; all other alternatives have been looked at first; and the drug has gone through the PA process that is offered through the clients plan, and have been denied. Over the counter drugs and vitamins that are excluded drugs from the Part D program are still covered by the KDP. For clients who are not Medicare eligible, KDP can reimburse for any drug on the approved drug list below.

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\*= Generic products

## A

ACEBUTOLOL\*  
 ACTOS (pioglitazone)  
 ACYCLOVIR\*  
 ALLOPURINOL\*  
 ALMACONE (alum/may hydroxide/simeth)  
 ALMACONE-2 (alum/may hydroxide/simeth)  
 ALUMINUM HYDROXIDE GEL\*  
 AMLODIPINE\*  
 AMILORIDE/HCTZ\*  
 AMOXICILLIN\*  
 AMOXICILLIN/CLAVULANIC ACID\*  
 ATENOLOL\*  
 ATENOLOL/CHLORTHALIDONE\*  
 AVANDIA (rosiglitazone)  
 AZATHIOPRINE\*  
 AZITHROMYCIN\*

## B

B COMPLEX/VITAMIN C/FOLIC ACID  
 BACITRACIN OINTMENT\*  
 BACITRACIN/NEOMYCIN/POLYMYXIN OINT\*  
 BENAZEPRIL\*  
 BENAZEPRIL/HCTZ\*  
 BIOPROLOL/HCTZ\*  
 BUMETANIDE\*  
 BUPROPION\*  
 BUPROPION SR\*  
 BUPROPION XL

## C

CALCITRIOL\*  
 CALCIUM ACETATE\*  
 CALCIUM ACETATE/AL SULFATE\*  
 CALCIUM ACETATE/MAG CARB\*  
 CALCIUM CARBONATE\*  
 CALSIUM CARBONATE/MAG CARB\*  
 CALCIUM CARBONATE/MAG HYDROX\*  
 CALCIUM CITRATE\*  
 CALCIUM GLUCONATE\*

CALCIUM LACTATE\*  
 CAPTOPRIL\*  
 CAPTOPRIL/CHTZ\*  
 CARVEDILOL\*  
 CELLCEPT (mycophenolate mofeti)  
 CHLOROTHIAZIDE\*  
 CHLORTHALIDONE\*  
 CHOLETYRAMINE\*  
 CIPROFLOXACIN\*  
 CITALOPRAM\*  
 CLARITHROMYCIN\*  
 CLONIDINE\*  
 CLONDINE PATCH\*  
 CLOTRIMAZOLE TROCHE\*  
 COLCHICINE\*  
 COLESTIPOL\*  
 COZAAR (losartan)  
 CYCLOSPORINE CAPSULE\*  
 CYTOVENE (gancicovir)

## D

DAPSONE  
 DICLOXACILLIN\*  
 DILTIAZEM SA/XR/XT\*  
 DILTIAZEM\*  
 DIOVAN (valsartan)  
 DIOVAN HCT (valsartan/HCTZ)  
 DIPHENHYDRAMINE\*  
 DIURIL ORAL SUSP (chlorothiazide)  
 DOXAZOSIN\*  
 DOXYCYCLINE\*  
 DYRENIUM (trianterene)

## E

ENALAPRIL\*  
 ENALAPRIL/HCTZ\*  
 ERYTHROMYCIN\*

## F

FELODIPINE\*  
 FERROUS FUMARATE\*  
 FERROUS SULFATE\*  
 FLUCONAZOLE\*  
 FLUOXETINE\*  
 FOLIC ACID 1 MG\*  
 FOLIC ACID/VITAMIN COMPLEX W/C  
 FOSRENOL (lanthamum carbonate)  
 FUROSEMIDE\*

## G

GEMFIBROZIL\*  
 GENGRAF (cyclosporine)  
 GENTAMICIN CREAM/OINTMENT\*  
 GLIMEPIRIDE\*  
 GLIPIZIDE\*  
 GLIPIZIDE XL\*  
 GLUTOL (dextrose)  
 GLYBURIDE\*  
 GLYBURIDE MICRONIZED\*

## H

HECTORAL (doxercalciferol)  
 HUMULIN (insulin)  
 HUMALOG (insulin lispro)  
 HYDRALAZINE\*  
 HYDROCHLOROTHIAZIDE\*  
 HYDROXYZINE\*  
 HYZAAR (losartan/HCTZ)

## I

INDAPAMIDE\*  
 INSULIN  
 INSULIN ADMIN SUPPLIES (syringes, needles,  
 Alcohol wipes etc.)  
 IRON DEXTRAN COMPLEX

## J

## K

KPHOS NEUTRAL

## L

LABETALOL\*  
 LANTUS (insulin glargine)  
 LEVAQUIN (levofloxacin)  
 LIDOCAINE OINTMENT\*  
 LIDOCAINE/PRILOCAINE CREAM\*  
 LIPITOR (atorvastatin)  
 LISINOPRIL\*  
 LISINOPRIL/HCTZ\*

LOSARTAN\*  
 LOSARTAN/HCTZ\*  
 LOVASTATIN\*

## M

MAG HYDROX/AL HYDROX\*  
 MAG HYDROX/AL HYDROX/SIMETH\*  
 MAG TAB-SR (magnesium)  
 MAGGEL (magnesium oxide)  
 MAGNESIUM\*  
 MAGNESIUM CHLORIDE SA\*  
 MAGNESIUM OXIDE\*  
 METFORMIN\*  
 METROMIN XR  
 METHYCLOTHIAZIDE\*  
 METHYLDOPA\*  
 MEOLAZONE\*  
 METOPROLOL TARTRATE\*  
 METOPROLOL TARTRATE/HCTZ\*  
 METOPROLOL SUCCINATE\*  
 METRONIDAZOLE\*  
 MINOXIDIL TABLET\*  
 MIRTAZAPINE\*  
 MUPIRCOCIN OINTMENT\*  
 MYFORTIC (mycophenolate sodium)

## N

NADOLOL\*  
 NEORLAL (cyclosporine)  
 NEUTRA-PHOS (NAPH, MB-DB/KPh, MBDB)  
 NICARDIPINE\*  
 NIFEDIPINE ER\*  
 NISOLDIPINE\*  
 NOVOLIN (insulin)  
 NOVOLOG (insulin aspart)

## O

OMPERAZOLE\*

## P

PAROXETINE\*  
 PHOSLO BB7MG (calcium acetate)  
 PINDOLOL\*  
 POTASSIUM\*  
 POTASSIUM PHOSPHATE MONOBASIC  
 W/SODIUM PHOSPHATE DISBASIC AND  
 MONOBASIC\* (generic for K-Phos Neutral)  
 PRAVASTATIN\*  
 PRAZOSIN\*  
 PREDNISONE\*  
 PRILOSEC OTC  
 PROGRAF (tacrolimus)  
 PROPRANOLOL\*  
 PROPRANOLOL SA/SR\*

PROPRANOLOL/HCTZ\*

## Q

## R

RAMIPRIL\*

RANITIDINE\*

RAPAMUNE MLS TABLES (sirolimus)

Renvela (sevelamer carbonate)

## S

SANDIMMUNE (cyclosporine)

SENSIPAR (cinacalcet)

SERTRALINE\*

SIMVASTATIN\*

SODIUM BICARBONATE 650MG TABLET\*

SODIUM POLYSTYRENE SULFONATE (SPS)\*

SPIRONOLACTONE\*

SPIRONOLACTONE/HCTZ\*

SULFAMETHOXAZOLE/TRIMETHOPRIM\*

## T

TERAZOSIN\*

TIMOLOL TABLET

TORSEMIDE\*

TRIAMTERENE/HCTZ\*

## U

## V

VALCYTE (valganciclovir)

VENLAFAXINE\*

VENLAFAXINE XR

VERAPAMIL\*

VERAPAMIL ER/SR/SA\*

VITAMIN B COMPLEX/FOLIC ACID/VIT

## W

## X

## Y

## Z

ZEMPLAR (paricalcitol)

ZORTRESS (everolimus)



# Kidney Disease Program Signature Authorization

**Kidney Center Name:** \_\_\_\_\_ **Date:** \_\_\_\_/\_\_\_\_/\_\_\_\_

**Kidney Center Official Signature** \_\_\_\_\_

**Type or print the name and title of kidney staff with signing authority and place an “X” under appropriate authorizations.**

Name:  Title:  Signature:  Phone:	<input type="checkbox"/> A. Contracts/Contract Amendments  <input type="checkbox"/> B. Application of Eligibility  <input type="checkbox"/> C. Other – List
Name:  Title:  Signature:  Phone:	<input type="checkbox"/> A. Contracts/Contract Amendments  <input type="checkbox"/> B. Application of Eligibility  <input type="checkbox"/> C. Other – List
Name:  Title:  Signature:  Phone:	<input type="checkbox"/> A. Contracts/Contract Amendments  <input type="checkbox"/> B. Application of Eligibility  <input type="checkbox"/> C. Other – List
Name:  Title:  Signature:  Phone:	<input type="checkbox"/> A. Contracts/Contract Amendments  <input type="checkbox"/> B. Application of Eligibility  <input type="checkbox"/> C. Other – List
Name:  Title:  Signature:  Phone:	<input type="checkbox"/> A. Contracts/Contract Amendments  <input type="checkbox"/> B. Application of Eligibility  <input type="checkbox"/> C. Other – List

# Kidney Disease Program

## Limitation Extension Request

### Fax/Written Request Basic Information

#### Provider Information

Name \_\_\_\_\_ Provider #: \_\_\_\_\_

Phone \_\_\_\_\_ Fax: \_\_\_\_\_

#### Client Information

Name \_\_\_\_\_ P1 ID: \_\_\_\_\_

#### Service Request Information

Description of service being requested: \_\_\_\_\_

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Revenue Code \_\_\_\_\_ Number of units requested \_\_\_\_\_

#### Medical Information

Diagnosis code \_\_\_\_\_ Diagnosis name \_\_\_\_\_

Place of service \_\_\_\_\_

What is the clinical justification for this request (for clients needing more than 14 dialysis sessions per month, please give the medical reason)?

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Please send in any necessary additional documentation with your request to:

Fax: 360.586.1471      or      Mail to: Medical Request Coordinator  
Healthcare Benefits and Utilization Management  
PO Box 45506  
Olympia, WA 98504-5506



# KDP Reference Guide

KIDNEY DISEASE PROGRAM (KDP) – REFERENCE GUIDE	
General Information	FAQ's
<p>The Washington State Kidney Disease Program (KDP) is a state-funded program that helps low-income residents with their high costs for treatment of end stage renal disease (ESRD), also known as kidney disease or kidney failure.</p>	<p><b>1. Who is eligible for KDP?</b> You are eligible for KDP if you are a WA state resident, meet the income/resource limit requirements and have a diagnosis of ESRD.</p>
	<p><b>2. What is the income limit for KDP?</b> Gross household income must be at or below 220% of the Federal Poverty Level.</p>
<p>KDP contracts with Medicare-approved kidney centers state-wide to provide services to eligible clients.</p>	<p><b>3. What is the resource limit?</b> Household assets must be at or below the QMB resources standard. Currently, the resource limit is \$7080 for one person and \$10,620 for a married couple. Some assets are not counted including your home, one vehicle and personal possessions.</p>
<p>KDP may pay for the following services:</p> <ul style="list-style-type: none"> <li>• In-center dialysis or</li> <li>• In-home dialysis</li> <li>• Medications</li> <li>• Anti-rejection medication for transplant patients</li> <li>• Home helper costs</li> <li>• Equipment and home supplies</li> <li>• Transportation</li> <li>• Insurance premiums (when cost effective)</li> <li>• Medicare cost sharing expenses</li> <li>• Pre-transplant dental work (with prior authorization)</li> </ul> <p>KDP authorizes payment for services on a case by case basis. Discuss your treatment options with your case manager.</p>	<p><b>4. How do I apply for KDP?</b> Applications for KDP are made through the kidney centers. Ask your kidney center's financial counselor for an application form.</p>
	<p><b>5. Why must I apply for Apple Health (Medicaid) and Medicare?</b> KDP is the payer of last resort. The kidney center may only use KDP funds once they have determined you are not eligible for another HCA medical program. Social Security Administration provides a special category of Medicare coverage for individuals meeting ESRD criteria – Medicare pays most of the costs for dialysis if you are eligible.</p>
	<p><b>6. Do I have to be a US citizen to be eligible for KDP?</b> No, KDP is available to individuals who are legal residents and have a green card. Undocumented individuals are not eligible for KDP.</p>
	<p><b>7. How are KDP services provided?</b> The kidney center provides your ESRD services. If you need additional services that the center cannot provide, they will refer you to another facility. For example, if you need lab tests, pharmacy or hospitalization.</p>
	<p><b>8. How long am I eligible for KDP?</b> You remain eligible as long as you have an ESRD diagnosis. If you regain kidney function and no longer need dialysis, you remain eligible for 12 months from when you stop dialysis. Transplant patients may remain eligible indefinitely depending on meeting income/resource eligibility.</p>
<p>For more information, please contact the KDP Manager at (360) 725-0469 or email at <a href="mailto:kidneydiseaseprg@hca.wa.gov">kidneydiseaseprg@hca.wa.gov</a>.</p>	<p><b>9. What if I am a spenddown client?</b> You may be eligible for KDP while pending or active on a spenddown. Please check with your kidney center to see what expenses can be reimbursed using KDP funds while on a spenddown.</p>



**STATE OF WASHINGTON  
HEALTH CARE AUTHORITY**

626 8th Avenue, SE • P.O. Box 45502 • Olympia, Washington 98504-5502

**Kidney Disease Program Client's Rights and Responsibility**

I am responsible to:	
<ul style="list-style-type: none"><li>• File an application for Apple Health (Medicaid) and provide verification of the approval or denial of medical eligibility to the Kidney Center.</li><li>• Give the kidney center the information they need to determine if I am eligible for assistance. The information that I give is subject to verification by kidney center staff and/or state officials.</li><li>• Notify the Kidney Center immediately of any change in my health status.</li><li>• Follow through with my approved treatment plan.</li></ul>	<ul style="list-style-type: none"><li>• File an application for End Stage Renal Disease coverage through Medicare when required to do so.</li><li>• Report changes in my income or resources and changes in who lives in my home. Changes must be reported by the 10<sup>th</sup> of the month following the month in which the change happened.</li><li>• Complete any required reports and reviews when asked. KDP is certified for 12 months and I will be required to reapply for both KDP and Apple Health (Medicaid) coverage at the end of the certification period.</li></ul>
I understand that:	
<ul style="list-style-type: none"><li>• KDP is the payer of last resort and funds are limited. The kidney center determines who is eligible for services and the amount and scope of the services that are available based upon an individual assessment and care plan.</li><li>• I have the right to ask the Kidney Center to review my case if I disagree with a decision regarding my eligibility. If this does not resolve my issue, I have the right to request a case review by the KDP manager at the Health Care Authority.</li><li>• If I choose to receive services that are not approved or pre-approved by the Kidney Center, KDP will not reimburse for the services, unless the services constituted a medical emergency and failure to receive the services would result in loss of life or serious jeopardy to my health.</li></ul>	<ul style="list-style-type: none"><li>• Funding may not be available for all services I need and may be exhausted prior to the end of the certification period.</li><li>• Dental services are for pre and post-transplant clients only, and may only be available at certain contracted facilities and locations. All dental treatment requires prior authorization by the KDP manager.</li><li>• My social security number may be used by State Officials to verify identity of household members, to verify eligibility for federal medicaid programs, to monitor compliance with program regulations and for program management.</li><li>• The KDP contractor is not required to provide reimbursement for all the services I request.</li></ul>
The Kidney Center is responsible to:	
<ul style="list-style-type: none"><li>• Accept my application for KDP and help me complete any forms or paperwork necessary to see if I qualify for help.</li></ul>	<ul style="list-style-type: none"><li>• Keep my information private. Information is shared with State Officials responsible for administering the Kidney Disease Program.</li></ul>

<ul style="list-style-type: none"> <li>• Notify me in writing when I have been found eligible or ineligible for the Kidney Disease Program.</li> <li>• Provide in-center or at-home dialysis treatment and medications. Explain my options and the benefits and drawbacks of each treatment option.</li> <li>• If I am a transplant patient, help me pay for the costs of anti-rejection medication.</li> </ul>	<ul style="list-style-type: none"> <li>• Within available funding, if needed, help me gain prior authorization for specific treatment options.</li> <li>• Provide transportation where needed so I can get to my kidney center for treatment.</li> <li>• Provide training for in-home dialysis treatment and arrange for me to receive any necessary services and supplies.</li> <li>• Treat me with courtesy and respect.</li> </ul>
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Client's signature: \_\_\_\_\_ Date: \_\_\_\_\_